

PATENT

Case: 027698A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICEIN RE APPLICATION OF  
Advait Badkar

GROUP ART UNIT: not assigned

SERIAL NO: 10/583,923

CONFIRMATION NO: 4848

FILED: 12/13/2004

DATE: 05/14/2007

TITLE: STABLE GROWTH HORMONE LIQUID FORMULATION

**PETITION UNDER 37 CFR 1.47**Commissioner of Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir/Madam:

In the above identified application a joint inventor Manpreet S. Wadhwa has refused to join in an application for patent.

The Assignment and Declaration were sent to Mr. Wadhwa for his signature on multiple occasions including but not limited to November 2004, June 2006, and March 2007. Mr. Wadhwa was provided a copy of application for his review and a copy of his employment contract.

Mr. Manpreet S. Wadhwa's last known address:

238 Via Felicia  
Thousand Oaks, CA  
91320

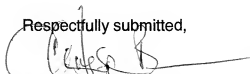
As proof of applicant's Proprietary Interest applicant has provided herewith a copy of Mr. Wadhwa's employment contract in which he agreed to assign all inventions made during his employment.

Mr. Wadhwa indicates that his reason for not signing the Assignment and Declaration is that the language regarding reimbursement for expenses incurred in

the Assignment is not identical to the language in his employment contract. A redacted copy of an email received April 06, 2007 from Mr. Wadhwa indicating his refusal to sign is provided herewith.

The Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account No. 16-1445.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Christopher Bauer', is written over the text 'Respectfully submitted,'.

S. Christopher Bauer  
Registration No. 42,305  
TEL: 314-274-6257

Pharmacia Corporation of  
Pfizer Inc  
P. O. Box 1027  
Chesterfield, MO 63006

**From:** Wadhwa, Vick [mailto:mwadhwa@amgen.com]  
**Sent:** Friday, April 06, 2007 4:36 AM  
**To:** Bauer, S Christopher  
**Cc:** Nema, Sandeep  
**Subject:** RE: Pfizer Legal Documents for PC027698

Dear Chris,

This in reference to your letter dated March 23, 2007, RE: Pfizer Legal Documents for PC027698.

Thank you for including a copy of my previous employment contract in the letter. I had lost/misplaced my copy, and the information you sent helped me confirm my obligations and rights in this matter.

Please note that the Assignment document I am being asked to sign clearly states the following with respect to compensation:

"I/WE further agree, without any payment by Pharmacia Corporation other than in reimbursement of reasonable expenses I/we may incur...."

I interpret the above wording in the Assignment document to mean that Pharmacia would only reimburse reasonable expenses incurred. This is the specific reason I had not signed the Assignment document previously (see attached email). However, the employment contract clearly allows compensation on an hourly basis for any services rendered after employment termination, in addition to reimbursement of reasonable expenses. I am willing to honor the contract and sign the Assignment document if the Assignment is revised to reflect the terms of the contract.

If Pharmacia / Pfizer needs to inform the US Patent Office why I have not signed the Assignment, I would request you to please include a copy of this email.

Sincerely,  
Manpreet (Vick) S. Wadhwa

## AGREEMENT

In consideration of the compensation and other benefits of my employment and continued employment by Monsanto Company or one of its Subsidiaries, and of other valuable consideration, I agree with Monsanto as follows:

### EMPLOYMENT BY MONSANTO

As used herein, "Monsanto" means Monsanto Company or one of its Subsidiaries, whichever is my employer. The term "Subsidiary" means any corporation, joint venture or other business organization in which Monsanto Company now or hereafter, directly or indirectly, owns or controls more than fifty percent (50%) equity interest.

During my Monsanto employment I shall devote my working time and best efforts to the service of Monsanto and shall comply with the policies and procedures of Monsanto, including those relating to security and employee conduct, and I shall not engage in any planning or other business or technical activity, competitive with or in conflict with the business interests of Monsanto Company or any Subsidiary.

### CONFIDENTIAL INFORMATION

As used herein, "Confidential Information" means all technical and business information of Monsanto Company and its Subsidiaries, whether patentable or not, which is of a confidential, trade secret and/or proprietary character and which is either developed by me (alone or with others) or to which I have had access during my employment. "Confidential Information" shall also include confidential evaluations of, and the confidential use or non-use by Monsanto Company or any Subsidiary of, technical or business information in the public domain.

I shall use my best efforts and diligence both during and after my Monsanto employment to

protect the confidential, trade secret and/or proprietary character of all Confidential Information. I shall not, directly or indirectly, use (for myself or another) or disclose any Confidential Information, for so long as it shall remain proprietary or protectible as confidential or trade secret information, except as may be necessary for the performance of my Monsanto duties.

I shall deliver promptly to Monsanto, at the termination of my employment, or at any other time at Monsanto's request, without retaining any copies, all documents and other material in my possession relating, directly or indirectly, to any Confidential Information.

Each of my obligations in this section shall also apply to the confidential, trade secret and proprietary information learned or acquired by me during my employment from others with whom Monsanto Company or any Subsidiary has a business relationship.

I understand that I am not to disclose to Monsanto Company or any Subsidiary, or use for its benefit, any of the confidential, trade secret or proprietary information of others, including any of my former employers.

### COMPETITIVE ACTIVITY

I shall not, directly or indirectly (whether as owner, partner, or consultant, employee or otherwise), at any time during the period of two years following termination for any reason for my financial employment with Monsanto Company or any Subsidiary, engage in or contribute my knowledge to any work or activity that involves a product, process, apparatus, service or development which is then competitive with or similar to a product, process, apparatus, service or development on which is then competitive with or similar to a product, process, apparatus, service or development

on which I worked or with respect to which I had access to Confidential Information while at Monsanto Company or any Subsidiary at any time during the period of five years immediately prior to such termination ("Competitive Work"). However, I shall be permitted to engage in such proposed work or activity, and Monsanto shall furnish me a written consent to that effect signed by an officer, if I shall have furnished to Monsanto clear and convincing written evidence, including assurances from me and my new employer, that the fulfillment of my duties in such proposed work or activity would not likely cause me to disclose, base judgments upon, or use any Confidential Information. Following the expiration of said two year period, I shall continue to be obligated under the "Confidential Information" section of the Agreement not to use or to disclose Confidential Information so long as it shall remain proprietary or protectible as confidential or trade secret information.

During my employment by Monsanto and for a period of two years thereafter, I shall not, directly or indirectly, induce or attempt to induce a salaried employee of Monsanto Company or any of its Subsidiaries to accept employment or affiliation involving Competitive Work with another firm or corporation at which I am an employee, owner, partner or consultant.

#### IDEAS, INVENTIONS OR DISCOVERIES

I shall promptly disclose to Monsanto all ideas, inventions or discoveries, whether or not patentable, which I may conceive or make, alone or with others, during my employment, whether or not during working hours, and which directly or indirectly

(a) relate to matters within the scope of my duties or field of responsibility during my employment by Monsanto Company or its Subsidiaries; or

(b) are based on my knowledge of the actual or anticipated business or interests of Monsanto Company or its Subsidiaries; or

(c) are aided by the use of time, materials, facilities or information of Monsanto Company or its Subsidiaries.

I hereby assign to Monsanto, or its nominee, without further compensation, all of my right, title and interest in all such ideas, inventions or discoveries in all countries of the world.

Without further compensation but at Monsanto's expense, I shall give all testimony and execute all patent applications, rights of priority, assignments and other documents and in general do all lawful things requested of me by Monsanto to enable Monsanto to obtain, maintain, and enforce protection of such ideas, inventions and discoveries for and in the name of Monsanto, or its nominee, in all countries of the world. However, should I render any of these services following termination of my employment, I shall be compensated at a rate per hour equal to the basic salary I received from Monsanto at the time of termination and shall be reimbursed for reasonable out-of-pocket expenses incurred in rendering the services.

I recognize that ideas, inventions or discoveries of the type described above conceived or made by me, alone or with others, within one year after termination of my employment are likely to have been conceived in significant part while employed by Monsanto. Accordingly, I agree that such ideas, inventions or discoveries shall be presumed to have been conceived during my Monsanto employment unless and until I have established the contrary by clear and convincing evidence.

#### MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Missouri and shall be binding upon and enforceable against my heirs and legal representatives and the assignees of any idea, invention or discovery conceived or made by me.

To the extent this Agreement is legally enforceable, it shall supersede all previous agreements covering this subject matter between me and Monsanto Company or its Subsidiaries, but shall not relieve me or such other party from any obligations incurred under any such previous agreement while in force.

If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any

provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under then applicable law.

If I am transferred from the company which was my employer at the time I signed this Agreement to the employment of another company that is a Subsidiary of Monsanto Company or is Monsanto Company itself, and I have not entered into a superseding agreement with my new employer covering the subject matter of this Agreement, then this Agreement shall continue in effect and my new employer shall be termed "Monsanto" for all purposes hereunder and shall have the right to enforce this Agreement as my employer. In the event of any subsequent transfer, my new employer shall succeed to all rights under this Agreement so long as such employer shall be Monsanto Company or one of its Subsidiaries and so long as this Agreement has not been superseded.

Monsanto and I shall each have the right to terminate my employment by giving at least thirty days' prior written notice to the other party; provided, however, that no advance notice of termination shall be required if the business unit to which I am assigned is sold and I accept a comparable position with the purchaser of such business unit. Monsanto, at its option, may elect to pay me my salary for the notice period instead of continuing my active employment during that period.

This Agreement is signed in duplicate, as of the 4<sup>th</sup> day of MARCH 19 98.

**MONSANTO COMPANY**

BY

Paulette Frank  
Paulette Frank

TITLE Strategic Staffing Coordinator

OR

Name of Subsidiary \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Manpreet S. Wadhwa  
Signature of Employee

MANPREET S. WADHWA  
Typed Name of Employee

SEARLE, SKOKIE, IL.  
Employment Location

## ASSIGNMENT

WHEREAS, I/WE, Sandeep Nema, Manpreet S. Wadhwa, and Advait Badkar, have invented an improvement in STABLE GROWTH HORMONE LIQUID FORMULATION (File PC027698). I hereby authorize and request my agent (S. Christopher Bauer) of Pharmacia Corporation of Pfizer Inc, 575 Maryville Centre Dr., St. Louis, MO 63141 to insert here in parenthesis (Application number 10/583,923 filed December 13, 2004) the application number and filing date of said application when known.

WHEREAS, Pharmacia Corporation of St. Louis, Missouri, a Corporation of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I/WE do hereby sell, assign and transfer to said Pharmacia Corporation, its successors and assigns, the entire right, title and interest in and to said invention or inventions, in any form or embodiment thereof, and in and to said application(s); and in and to any and all applications filed in any country based thereon, including the right to file applications in countries other than the country of priority filing under the provisions of any international convention; also in and to any and all improvements on said invention or inventions now or hereafter made by me/us as employee(s), agent(s) or contractor(s) of said Pharmacia Corporation; also the entire right, title and interest in and to any and all patents, including reissues and extensions thereof, to be obtained in any country upon said invention, inventions or improvements, and any and all continuing applications, including divisional, continuation and continuation-in-part applications, substitute applications, and applications claiming benefit of an earlier filed provisional application, which may be filed upon said invention, inventions or improvements in any country; and

I/WE hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Pharmacia Corporation, as assignee of the entire interest.

I/WE further agree, without any payment by Pharmacia Corporation other than in reimbursement of reasonable expenses I/we may incur, to communicate to said Pharmacia Corporation, its representatives or agents, any facts relating to said invention, inventions or improvements, including evidence for purposes of interference, opposition or other legal proceedings, whenever requested; testify in any interference, opposition or other legal proceedings, whenever requested; and execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective.

IN TESTIMONY WHEREOF, I/WE have hereto set our hands on the dates set after our signatures.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Manpreet S. Wadhwa

City and state or country of residence: Thousand Oaks, California

State of                                }  
  } ss.  
County of                            }

On this        day of                               , 2006, before me personally appeared Manpreet S. Wadhwa, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above written.

(seal)

\_\_\_\_\_  
Notary Public or Consular Officer

My Commission Expires: \_\_\_\_\_



IN TESTIMONY WHEREOF, I/WE have hereto set our hands on the dates set after our signatures.

Signature: Sema Date: 22 June 2006

Name: Sandeep Nema

City and state or country of residence: St. Louis, MO

State of Missouri }  
County of St. Louis } ss.

On this 22 day of June, 2006, before me personally appeared Sandeep Nema, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above written.

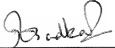
(seal)

Cindy A. McLaughlin  
Notary Public or Consular Officer

My Commission Expires: Feb. 4, 2007

CINDY A. McLAUGHLIN  
Notary Public - State of Missouri  
County of St. Louis  
My Commission Expires Feb. 4, 2007

IN TESTIMONY WHEREOF, I/WE have hereto set our hands on the dates set after our signatures.

Signature: 

Date: 22 June 2006

Name: Advait Badkar

City and state or country of residence: Wildwood, MO

State of Missouri }  
County of St. Louis } ss.

On this 22 day of June, 2006, before me personally appeared, Advait Badkar, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed; in testimony whereof I have hereto set my hand and official seal on the day last above written.

(seal)

  
Notary Public or Consular Officer<sup>d</sup>

My Commission Expires: Feb. 4, 2007

CINDY A. McLAUGHLIN  
Notary Public - State of Missouri  
County of St. Louis  
My Commission Expires Feb. 4, 2007